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Corsair Gaming, Inc. d/b/a CORSAIR

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

Corsair Gaming, Inc. d/b/a CORSAIR,  
Plaintiff,

v

GIFTCASH INC.,  
Defendant.

Civil Action No.: 5:25-cv-02390-BLF

**ANSWER AND AFFIRMATIVE  
DEFENSES**

GIFTCASH INC.,  
Counterclaim-Plaintiff,  
v  
Corsair Gaming, Inc. d/b/a CORSAIR,  
Counterclaim-Defendant.

Plaintiff and Counterclaim-Defendant, Corsair Gaming, Inc. d/b/a CORSAIR (“CORSAIR”), by and through its undersigned counsel, hereby submits its Answer and Affirmative Defenses to the Counterclaim filed by Defendant GIFTCASH INC. d/b/a Amazon Seller Simple Works’ (Amazon Seller ID AARE9XK4E62SZ) (“GiftCash” or “Defendant”) by denying each and every allegation not specifically admitted herein, and further answers as follows:

### **COUNTERCLAIMS**

1. CORSAIR lacks sufficient information to admit or deny the allegations in Paragraph

1.

2. CORSAIR denies that GiftCash “does not, under any circumstances, traffic in used, non-genuine, or counterfeit goods. CORSAIR lacks sufficient information to admit or deny the remaining allegations in Paragraph 2.

3. CORSAIR denies the allegations in Paragraph 3.

4. The allegations in Paragraph 4 of the Counterclaim contain legal conclusions to which no response is required. To the extent a response is required, CORSAIR denies the allegations in Paragraph 4.

5. Denied.

6. The allegations in Paragraph 6 of the Counterclaim contain legal conclusions to which no response is required. To the extent a response is required, CORSAIR denies the allegations in Paragraph 6.

7. Denied.

8. Denied.

9. Denied

10. Denied

11. CORSAIR lacks sufficient information to admit or deny the allegations in Paragraph 11.

12. The allegations in Paragraph 12 of the Counterclaim contain legal conclusions to which no response is required. To the extent a response is required, CORSAIR denies the allegations in Paragraph 12.

1           13.     The allegations contained in Paragraph 13 of the Counterclaim do not require a  
2 response. To the extent a response is required, CORSAIR denies the allegations in Paragraph 13.

3           14.     GiftCash does not assert any allegations in Paragraph 14 of the Counterclaim and  
4 therefore no response is required. To the extent a response is required, CORSAIR denies the  
5 allegations in Paragraph 14.

6           15.     GiftCash does not assert any allegations in Paragraph 15 of the Counterclaim and  
7 therefore no response is required. To the extent a response is required, CORSAIR denies the  
8 allegations in Paragraph 15.

9     **Counterclaim I: Intentional Interference with Contractual Relations**

10          16.     CORSAIR incorporates by reference its answers to all prior paragraphs as if fully  
11 set forth herein.

12          17.     The allegations in Paragraph 17 of the Counterclaim contain legal conclusions to  
13 which no response is required. To the extent a response is required, CORSAIR denies the  
14 allegations in Paragraph 17.

15          18.     The allegations in Paragraph 18 of the Counterclaim contain legal conclusions to  
16 which no response is required. To the extent a response is required, CORSAIR denies the  
17 allegations in Paragraph 18.

18          19.     The allegations in Paragraph 19 of the Counterclaim contain legal conclusions to  
19 which no response is required. To the extent a response is required, CORSAIR denies the  
20 allegations in Paragraph 19.

21          20.     The allegations in Paragraph 20 of the Counterclaim contain legal conclusions to  
22 which no response is required. To the extent a response is required, CORSAIR denies the  
23 allegations in Paragraph 20.

24          21.     The allegations in Paragraph 21 of the Counterclaim contain legal conclusions to  
25 which no response is required. To the extent a response is required, CORSAIR denies the  
26 allegations in Paragraph 21.

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**Counterclaim II: Defamation (Trade Libel)**

22. The paragraph directly preceding Counterclaim II is incorrectly numbered. Pursuant to GiftCash's Counterclaim, the first Paragraph under Counterclaim II is Paragraph 21 even though the Paragraph preceding it is also numbered Paragraph 21. CORSAIR will therefore refer to both the incorrectly numbered Paragraphs in accordance with the Counterclaim and the proper paragraphs number by referring to the paragraphs in the following format: "Paragraph 21/22." The first number references the Paragraph number in the Complaint. The second number references the proper pagination. CORSAIR incorporates by reference its answers to all prior paragraphs as if fully set forth herein.

23. The allegations in Paragraph 22/23 of the Counterclaim contain legal conclusions to which no response is required. To the extent a response is required, CORSAIR denies the allegations in Paragraph 22/23.

24. The allegations in Paragraph 23/24 of the Counterclaim contain legal conclusions to which no response is required. To the extent a response is required, CORSAIR denies the allegations in Paragraph 23/24.

25. The allegations in Paragraph 24/25 of the Counterclaim contain legal conclusions to which no response is required. To the extent a response is required, CORSAIR denies the allegations in Paragraph 24/25.

26. The allegations in Paragraph 25/26 of the Counterclaim contain legal conclusions to which no response is required. To the extent a response is required, CORSAIR denies the allegations in Paragraph 25/26.

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**Counterclaim III: Unfair Competition – California Business & Professions Code § 17200 et seq.**

27. The paragraph directly preceding Counterclaim III is incorrectly numbered. Pursuant to GiftCash’s Counterclaim, the first Paragraph under Counterclaim III is Paragraph 25 even though the Paragraph preceding it is also numbered Paragraph 25. CORSAIR will therefore refer to both the incorrectly numbered Paragraphs in accordance with the Counterclaim and the proper paragraphs number by referring to the paragraphs in the following format: “Paragraph 25/27.” The first number references the Paragraph number in the Complaint. The second number references the proper pagination. CORSAIR incorporates by reference its answers to all prior paragraphs as if fully set forth herein.

28. The allegations in Paragraph 26/28 of the Counterclaim contain legal conclusions to which no response is required. To the extent a response is required, CORSAIR denies the allegations in Paragraph 26/28.

29. The allegations in Paragraph 27/29 of the Counterclaim contain legal conclusions to which no response is required. To the extent a response is required, CORSAIR denies the allegations in Paragraph 27/29.

30. The allegations in Paragraph 28/30 of the Counterclaim contain legal conclusions to which no response is required. To the extent a response is required, CORSAIR denies the allegations in Paragraph 28/30.

**Counterclaim IV: Declaratory Judgment – 28 U.S.C. § 2201**

31. The paragraph directly preceding Counterclaim III is incorrectly numbered. Pursuant to GiftCash’s Counterclaim, the first Paragraph under Counterclaim III is Paragraph 28 even though the Paragraph preceding it is also numbered Paragraph 28. CORSAIR will therefore refer to both the incorrectly numbered Paragraphs in accordance with the Counterclaim and the proper paragraphs number by referring to the paragraphs in the following format: “Paragraph 28/31.” The first number references the Paragraph number in the Complaint. The second number references the proper pagination. CORSAIR incorporates by reference its answers to all prior paragraphs as if fully set forth herein.

1           32.     The allegations in Paragraph 29/32 of the Counterclaim contain legal conclusions to  
2     which no response is required. To the extent a response is required, CORSAIR denies the  
3     allegations in Paragraph 29/32.

4           33.     The allegations in Paragraph 30/33 of the Counterclaim contain legal conclusions to  
5     which no response is required. To the extent a response is required, CORSAIR denies the  
6     allegations in Paragraph 30/33.

7           34.     The allegations in Paragraph 31/34 of the Counterclaim contain legal conclusions to  
8     which no response is required. To the extent a response is required, CORSAIR denies the  
9     allegations in Paragraph 31/34.

10                           **PRAYER FOR RELIEF**

11           CORSAIR denies that GiftCash is entitled to any relief requested in its prayer for relief.

12                           **AFFIRMATIVE DEFENSES**

13           Without assuming any burden of proof that it would not otherwise bear, CORSAIR asserts  
14     the following affirmative defenses.

15                           **First Affirmative Defense**

16           GiftCash's counterclaim fails, in whole or in part, to state a claim upon which relief may be  
17     granted.

18                           **Second Affirmative Defense**

19           GiftCash's counterclaim is barred because it suffered no injury or damages.

20                           **Third Affirmative Defense**

21           To the extent GiftCash suffered any damages, such damages were caused by its own  
22     conduct.

23                           **Fourth Affirmative Defense**

24           GiftCash failed to mitigate its damages, if any exist.

25                           **Fifth Affirmative Defense**

26           GiftCash's counterclaim is barred, in whole or in part, by the doctrine of unclean hands  
27     and/or *in pari delicto*.  
28

**Sixth Affirmative Defense**

GiftCash's counterclaim is barred, in whole or in part, due to a lack of subject matter jurisdiction as there is no ripe case or controversy for the Court to adjudicate.

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CORSAIR has insufficient knowledge or information to determine whether it may have additional, as yet unstated, affirmative defenses available. CORSAIR has not knowingly or intentionally waived any applicable additional affirmative defenses and reserves the right to add additional and/or amend its affirmative defenses, as more information becomes known during the pendency of this case.

WHEREFORE, CORSAIR requests that the Court (1) dismiss GiftCash's Counterclaims with prejudice; (2) enter judgment in CORSAIR's favor; (3) award CORSAIR its reasonable costs and attorneys' fees necessarily incurred in the defense of GiftCash's Counterclaim; and (4) enter such other and further relief it deems just and proper.

Dated: April 29, 2025

K&L GATES LLP

By: /s/ Jason N. Haycock

Jason N. Haycock  
K. Taylor Yamahata

*Attorneys for Plaintiff and Counterclaim-  
Defendant*  
Corsair Gaming, Inc. d/b/a CORSAIR